

1771

AMENDMENT TO MORTGAGE

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS AMENDMENT amends that certain Real Estate Mortgage (hereinafter "Mortgage") executed on December 22, 1989 by Richard L. DeShazo, a married man, and Richard L. DeShazo as Trustee under Declaration of Trust dated 8/29/89 (hereinafter "Mortgagor"), to Highland Bank (hereinafter "Bank") pertaining to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage is recorded in Book 271 at Page 803 and modified in Real Volume 305, Page 661, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Mortgagor has requested that the Bank extend and modify the terms of the obligations secured by the Mortgage.

WHEREAS, Bank has agreed to such amendments and modifications.

WHEREAS, the extensions and modification of the Mortgage and the debt secured by the Mortgage does not and will not increase the amount secured by the Mortgage, and no additional money or loans are being advanced to Mortgagor or are being secured by this Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to modify and extend the obligations secured by the Mortgage, the Mortgage is hereby amended as follows:

- 1). To substitute the following in lieu of "Note of DeShazo Crane Co., Inc and guaranty of Mortgagors dated 12/22/89":

Note of DeShazo Crane Co., Inc and guaranty of Mortgagors dated 12/22/89, and Notes of DeShazo Crane Co., Inc dated this date and guaranty of Mortgagors dated this date.

- 2) To substitute "as provided in the Notes of this date and any

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E. H. HANSTON

modifications, extensions and renewals thereof" for the terms "on September 30, 1990."

3) The property conveyed by the Mortgage is not the homestead of Mortgagors nor of Mortgagor's spouse.

4) Mortgagors repeats, reaffirms and remakes all of the agreements, covenants, representations, and warranties contained in the Mortgage as if fully set forth herein.

5). All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24 day of October, 1990.

Richard L. DeShazo
Richard L. DeShazo (individually)

Richard L. DeShazo
Richard L. DeShazo as Trustee under
Declaration of Trust dated 8/29/89

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, a married man, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24 day of October, 1990.

William M. Harts
NOTARY PUBLIC
My Commission Expires: 6/7/91

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. Deshazo, whose name as Trustee under a Declaration of Trust dated 8/29/89, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such trustee, and with full authority, executed the same voluntarily, as an act of said trust, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 29 day of October, 1990.


NOTARY PUBLIC

My Commission Expires: 6/7/91

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William B. Hairston III
Engel Hairston and Johanson P.C.,
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

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AMEND.

modifications, extensions and renewals thereof" for the terms "on September 30, 1990."

3) The property conveyed by the Mortgage is not the homestead of Mortgagors nor of Mortgagor's spouse.

4) Mortgagors repeats, reaffirms and remakes all of the agreements, covenants, representations, and warranties contained in the Mortgage as if fully set forth herein.

5). All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24 day of October, 1990.

Richard L. DeShazo
Richard L. DeShazo (individually)

Richard L. DeShazo
Richard L. DeShazo as Trustee under
Declaration of Trust dated 8/29/89

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, a married man, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24 day of October, 1990.

Notary Public

My Commission Expires: 6/1/91

[ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

AMEND.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, whose name as Trustee under a Declaration of Trust dated 8/29/89, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such trustee, and with full authority, executed the same voluntarily, as an act of said trust, acting in his capacity as aforesaid.

October 7 Given under my hand and official seal, this the *29* day of *October*, 1990.

[Signature]
NOTARY PUBLIC

My Commission Expires: *6/7/91*

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RECORDATION SHOULD BE RETURNED TO:
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Engel Hairston and Johanson P.C.,
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Birmingham, Alabama 35237
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EXHIBIT "A"
TO
MORTGAGE.
AFFIDAVIT AND AGREEMENT
LESSOR'S AGREEMENT
ASSIGNMENT OF LEASE
COLLATERAL ASSIGNMENT OF LEASE AND RENTS BY LESSOR

PARCEL I:

A part of the NE 1/4 of SE 1/4 and the NW 1/4 of SE 1/4, Section 18, Township 21 South, Range 2 West Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West Shelby County, Alabama and run thence Northerly along the East line of the SW 1/4 of SE 1/4 and the NW 1/4 of SE 1/4 of said Section 18 a distance of 1,458.55 feet to a point. Thence turn 92 degrees, 25 minutes 00 seconds left and run Southwesterly a distance of 587.18 feet to the Point of Beginning of the property, Parcel No. 1 being described. Thence continue along last described course 60.01 feet to a point. Thence turn 91 degrees, 11 minutes 34 seconds right and run Northerly 818.28 feet to a point, thence turn 94 degrees, 03 minutes 57 seconds right and run Easterly 65.40 feet to a point, thence turn 0 degrees, 02 minutes 05 seconds left and continue Easterly 474.75 feet to a point. Thence turn 85 degrees, 58 minutes 08 seconds right and run Southerly 110.0 feet to a point; thence turn 85 degrees, 58 minutes 08 seconds left and run Easterly 110.0 feet to a point; thence turn 85 degrees, 58 minutes 08 seconds right and run Southerly 280.00 feet to a point, thence turn 94 degrees, 01 minutes 52 seconds right and run Westerly 110.0 feet to a point, thence turn 94 degrees, 01 minutes 52 seconds left and run Southerly 143.93 feet to a point; thence turn 94 degrees, 01 minutes 51 seconds right and run Westerly 420.0 feet to a point. Thence turn 81 degrees, 44 minutes 14 seconds left and run Southwesterly 281.10 feet to the Point of Beginning.

PARCEL 1-A:

A part of the NE 1/4 of the SE 1/4, Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of the SW 1/4 - SE 1/4 and the NW 1/4 - SE 1/4 of said Section 18 a distance of 1,458.55 feet to a Point, thence turn 92 degrees 25 minutes 00 seconds left and run Southwesterly a distance of 587.18 feet to a Point, thence turn 103 degrees 29 minutes 11 seconds right and run Northeasterly a distance of 211.10 feet to the Point of Beginning of the parcel, parcel 1-A, being described, thence continue along last described course a distance of 70.0 feet to a Point, thence turn 81 degrees 44 minutes 14 seconds right and run Easterly 40.0 feet to a Point, thence turn 125 degrees 51 minutes 13 seconds left and run Southwesterly 85.47 feet to the Point of Beginning.

CONTINUED:...

PARCEL NO. 2-A:

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of the SW - SE 1/4 and the NW 1/4 - SE 1/4 of said Section 18 a distance of 1,458.55 feet to a Point, thence turn 92 degrees 22 minutes 51 seconds right and run Easterly 521.36 feet to a Point, thence turn 116 degrees 27 minutes 55 seconds left and run 247.62 feet to a Point, thence turn 63 degrees 06 minutes 31 seconds left and run Westerly 533.69 feet to a Point, thence turn 85 degrees 58 minutes 09 seconds right and run 143.93 feet to a Point, thence turn 94 degrees 01 minutes 52 seconds right and run Easterly 110.00 feet to the Point of Beginning of the property, Parcel No. 2-A, being described, thence turn 16 degrees 45 minutes 51 seconds left and run 135.00 feet to a Point, thence turn 89 degrees 14 minutes 47 seconds left and run 364.22 feet to a Point, thence turn 73 degrees 59 minutes 22 seconds left and run Westerly 166.22 feet to a Point, thence turn 94 degrees 01 minutes 52 seconds left and run 110.00 feet to a Point, thence turn 85 degrees 58 minutes 09 seconds left and run Easterly 110.00 feet to a Point, thence turn 85 degrees 58 minutes 08 seconds right and run Southerly 280.00 feet to the Point of Beginning.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 OCT 25 AM 9:24

John W. Jones, Jr.
JUDGE OF PROBATE

1. Deed Tax	1.00
2. Mfg. Tax	1.50
3. Recording Fee	2.00
4. Indexing Fee	1.00
5. Notary Fee	1.00
6. Certified Fee	1.00
Total	7.50